Douglas F, Cushnie P.O. Box 500949 Saipan MP 96950

Telephone: (670) 234-6830 Facsimile: (670) 234-9723 E mail: <u>abogados@pticom.com</u>

Attorney for: Plaintiff

FILED Clerk District Court

FEB 1 4 2008

For The Northern Mariana Islands
By

(Deputy Clerk)

# IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN MARIANA ISLANDS

CYVITE A COTTONI NICE OF DOGS

EMERENCIANA PETER )	CIVIL ACTION NO. 07-0022
PALICAN,	
Plaintiff,	DECLARATION OF JUAN I. TENORIO
· · · · · · · · · · · · · · · · · · ·	JUAN I. TENURIO
vs.	
)	
GOVERNMENT OF THE )	
COMMONWEALTH OF THE )	
NORTHERN MARIANA ISLANDS, )	Date: February 28, 2008
and TIMOTHY P. VILLAGOMEZ, )	Time: 9:00 PM
in his official and individual	Judge: A. Munson
capacities,	
Defendants. )	
)	

Comes now Juan I. Tenorio and declares under penalty of perjury that the following information is true and correct to the best of his knowledge.

- 1. That I have personal knowledge of the facts set forth below and if called upon to testify would testify accordingly.
- 2. That I held the position of Personnel Officer during the administration of Governor Juan N. Babauta.

- That attached to this declaration are four documents marked as Defendant's exhibits 1 through 4.
- 4. That my signature appears on Exhibits 2, 3, and 4, as Personnel Officer, and I have personal knowledge as to the purpose and use of these documents.
- 5. Exhibits 2 and 3 are prepared within the Office of Personnel Management (OPM) for the sole purpose of creating a payroll so the employee can be compensated. Without these documents the payroll system will not properly register the employee's existence and thus the employee will not be paid. The documents have nothing to do with the term of appointment. In the case of Ms. Palican, the effective document which sets out her position and term of appointment so far as OPM is concerned is Exhibit 1.
- 6. Exhibit 4, "Conditions of Employment" is a standard document at OPM that all employees must sign as part of the personnel processing procedure. This document is not intended in any way to supercede or otherwise conflict with or modify a constitutionally or statutorily created position within the government.
- 7. Exhibit 2 shows that Ms. Ana Teregeyo was the immediate predecessor to Ms. Palican, holding the position of Special Assistant for Women's Affairs. Ms. Teregeyo held that position through all or part of the gubernatorial administrations of at least two governors and into the administration of Governor Babauta. She resigned from that position, I believe to accept a post with the Washington Representative.

And further your declarant sayeth not.

нким : ринцень Юваание7-cv-00022 Dealineant.21 вы Filed 4/2008 Page 3 9 f 2 гов из: 26 гм г 13

Executed on the 8 day of February, 2008, at Saipan, Commonwealth of the

Northern Mariana Islands.

UAN I. TENORIO



# COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

Juan N. Bahauta Governor

Diego T. Benevente Lieutenant Governor.

0 5 APR 2007

Ms. Emerenciena Peter-Palican P.O. 1061 Saipan, MP 96950

Dear Ms. Palican:

This is to inform you that, pursuant to Article III, Section 22 of our Constitution, I am appointing you to the position of Special Assistant for Women's Affairs. This appointment does not require the advice and consent of the Senate and will take effect April 8, 2002.

As an appointee of the Governor, pursuant to 1 CMC §8511, you are required to immediately file a statement of financial interests with the Public Auditor (form enclosed).

The Lt. Governor and I have confidence in your abilities and look forward to working closely with you.

N. BABAUTA

Enclosure

All Department and Activity Heads

DEFENDANT EXHIBIT

	**************************************
OF CONTRACT OF THE NOR	
OFFICE OF THE PERSON	
P.O. BOX 5153 CHRB, SA	
JEC. NOS: (670) 234-	
FAX NO. (670	
	1015
REQUEST FOR PERS	SONNELACTION NO.:
QPM61	DATE: U.S.
PART L REQUESTING OFFICE NAME (CAPS) Last, First, Middle	LOYEE NO. SOCIAL SECURITY NO. BIRTHDATE
	01/02/55
Trille	7411
Service C	THORITY: PROPOSED EFFECTIVE DATE
F Annatation (2007) - 05 (00/06)	06/09/03
	as anuded
FROM POSITION TITLE:	137 PLISTEP: 1 5/29/02
OCCUPATION CLASS CODE:	BI-WEEKLY: PATTER STATEMENT
DUTY STATION:	PER ANNUM;
DIVISION:	DIFFERENTIAL:
DEPARTMENT:	FLSA: EXEMPT / COVERED
TO BODITION TITLE: Constant Annual Constant	
TO POSITION TITLE: Special Assistant for Womens' Affi OCCUPATION CLASS CODE: GLIT	
) - v ,	BHWEEKLY: \$1,661.54
DUTY STATION: Saipan	PER ANNUM: \$43,200.00
DIVISION: Homens' Affairs Office	DIFFERENTIAL NA
DEPARTMENT: Office of the Governor	FLSV: EXEMPT / COVERED
REQUESTED BY: JUAN M. BABAUTA	APPROVED BY JUAN B. BABAUTA
TITLE: GOVETDOE DATE	TIME GOVERNOT DATE
BEMARKS BY BEQUESTING OFFICE 10 -416 67	CONTACT PERSON: Keko TEL NO. 654-2245
See Appointment Letter from the Severnor	at 15/14-12-2
FUNDING APPROVED.BY: JOSEPH U. Blan	aco Frankle Villanusva
ACCT. No.:	DATE SEL FINANCE 1 STEEL DATE
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POSTICAL OCCUPIED BY	
CIVIL SERVICE X EXCEPTED SERVICE REASON:	MENDED NOT RECOMMENDED
VICE TORIGON, And Spage Francisco A. Olde 05/21/02	
CLEARANCES INTIALS DATE	TASSIBICATION ACOMPENSATION
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EDS

DEFENDANT EXHIBIT

PERSONNEL OFFICER

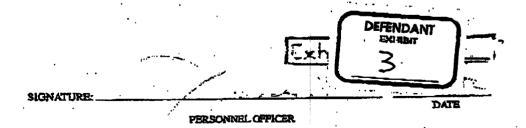


### COPYCONWEALTH OF THE NOETHERN MARIANAS ISLANDS TVIL SERVICE COMMISSION OFFICE OF PERSONNEL MANAGEMENT PO BOX SLEXCHER SARAN MP 96950-5153

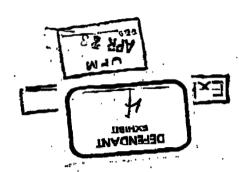
Tel. Nos.: (670) 214-6925 (670) 234-6958 (670) 234-8036 Fax No.: (670) 234-1013

NOTIFICATION OF PERSONNEL ACTION Markati (Revised Al/Ta, Di) 103254 IN PROPERTY OF THE CORP. DET. HANNY BENTHE I.S. L 103254 ALICAN EMBRENCIANA PETES CHOUR MESTER THE SEVERED THE THE OCIAL SECTRITY WINESS. CONTRACT NU. 576-10-9765 · 2.2.4 mm 1.4 mm 2.4 cm 2.4 CTION: EXCEPTED SERV. APPT. RTE: 04/68/08 PEFFLOTIVE DATE O4/68. 'ECH FOSITION: ' ritarh-le Rinna-req D No. \$ , 00 **5**.00 L/STEF STATE STATE : DIFFERENTIAL : EPRKIMEST TVISION \* & POSITION: SPECIAL ASST/WOMEN'S AFFAIRS T NO. LESS THE TRUE TO A STATE OF THE STATE PER-AMBUM : 549,290.01 1./5727 : UNGRADED TY STATION: Saipan DIFFERING STARFMENT: Office of the Governor STREET STORE : Women's Affair Office Division DIETEKENTIAL : FOURS OF LEAVE FER PRY PERIOD: AUGUST LEAVE - 6 SILE LEAVE - COUNTS CHARGEABLE : 1160.61100 RESISCE TO: CHAI INCOME TAY: YES CHAI RETERIMENT: VAS IVERTEND UNDER TLEA REQULATION: EZEMPT EXEMPER-MOT BLIGIBLE FOR CUERTIME PLYMERT "COVERDD"-BLIGIBLE FOR OVERTIME PAYMERT eryarks i THE REF. PER OPM-9-01 BRIED OS/21/02 AS FER 1 CMC SECTION TO LOW, AND VI WENDED SE PUBLIC LAW 12-1.





WATERFORE REFERENCE MENERICHER PER PUBLIC LAK C-31.



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FLAA COVERED (elicible for overfine are compensation; time)
SLAB EXEMPT (not elicible for overfine ar compensation; time)

## THIS FORILION IS (check one):

Overtimes: The Employer's workday and workweek may very from since to these secondings to the needs of the Government. Brezy effort will be mede to make maintain a reasonable flye (5) day, finity (40) hour workweek. As noted believe, this position is either covered under feir Lebor Standards Art of 1938 (FLSA) for overed positions are subject to Ben IV. Blb of the broth coverage. FLSA covered positions are subject to Ben IV. Blb of the Personn Fersons Personnel Services System Rules and Regulations (752RR).

(A) The Employee shall care his salary on the basis of a twolve month (LZ) work year consisting of twosty-aix (SG) bl-weeky pay periods. In cases of early termination, the gross gay is reduced by the parted in which no sarvice is rendered.

### CUNDENS THON AND WORK SCHEDULES.

(B) The Braplayer shall be marnined by medical personnel authorized by the Employment purposes, and the Employer to conduct such examinations for employment purposes, and the results shall be resorded on forms prescribed by the Personnel Officer.

The employer requires that all persons employed by the CMM be certified as physically especial of performing the dudes of the position. They asset be free from communicable discuses and any present of potential medical condition which would be detrimental to accountly performance of duty or the health of which would be detrimental to accountly performance of duty or the health of .

### PRE-EMPLOYMENT CONDITIONS STANDARDS.

The inflowing are conditions penalming to the employment contract. The employee must read these terms before signing the contract. The adjuly of the contract will show assent to deck and every one of the terms set out below. The employee shall comply with the Excepted Service Regulations.

# (CONDILIONS OF EMPLOYMENT

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- 3. MANDATORY PARTICIPATION IN RETTREMENT FUND: Public Law 6-17, The NMI Redrement Fund Act of 1982, and as amended by Public Law 6-11, requires mandatory participation in the Retirement Fund for all government employees.
  - (A) Employees who were members of the Fund before May 7, 1989, are Class II members. These members have the option of transferring to Class I members anytime. The contribution rate for Class II members is 9% of gross wages.
  - (B) Employees hired on or after May 7, 1989 and employee who opted not to join the Rathernaut Fund before May 7, 1989, are Class I members. These employees contribute 6.5% of gross wages to the Rathernaut Fund.
    - (1) Class I members having less than ten (10) years of vesting service credits with the Retirement fund, will be eligible for refund of their contribution, including interest, upon separation from employment.
    - (2) Class I members are not extitled to a refund after ten (10) years of vesting service.
    - (3) Class i members having ten (10) or more years of vesting services credits have a vested right to a pension upon straining age sinty-two (62) or meeting normal retirement eligibility.

#### LEAVE

C

- (A) Annual Leaves Annual leave shall scorue to the Employee at the rate of \_\_\_\_\_ (3) hours per pay period.
  - (1) The Employee employed in the first year of the Contract shall be emitted to use of annual Leave only after having been employed for a continuous period of ninety (90) days without a break in service.
  - (2) Annual Leave may be used only upon prior written approval of the Employee's immediate supervisor.
  - (3) The Employee who terminates his employment at the completion of the present employment contract or realgns, and is departing the duty station on final separation, will receive on the next regular pay days lump-sum payment of all unused annual leave at the current hourly fate, based on twenty-six (26) bi-weekly pay periods and 2,080 hours in a work-year, provided the necessary documents of clearance are received by the Northern Mariana Islands Payroll Office.

(Revised Op/13/Ot)

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- Where an offer and acceptance for a new period of employment is agreed (4) upon under a new employment contract, all accrued and unused Annual Leave credits from the prior contract may be paid immediately or carried over, at the election of the Employee.
- Sick Leave: Sick Leave shall scorue to the Employee at the rate of four (4) hours per pay period.
  - The Employee is entitled to use Sick Leave from the time Sick Leave is (1) first earned.
  - Any absorce on sick leave where the Employee misses more than three (3) continuous days of work must have the Miness verified by a note from a medical doctor in order to claim sick Leave.
  - Upon completion of the present employment contract or termination of **(3)** employment, which ever occurs first, no payment will be made for accrued and imused Sick Leave credits.
  - (4) Where an other and acceptance for a new period of employment is agreed upon under a new contract, all account and unused Sick Leave credits from the prior contract will be carried over.
  - Sick Leave may be accumulated without limit. (5)
- **(C)** Leave Without Pay: Leave Without Pay may be taken only after obtaining. the written approval of the Bumboyee's immediate supervisor.
- (D) Administrative Leave With Pay: Administrative Leave Pay is granted only in exceptional circumstances such as typhoons and state funerals, by the Governor.
- Halldars: The Employee shall be released from work on all legal holidays, except during emergencies, without loss of pay or charge to leave account.

(Kevised 09/13/01).

To-US DISTRICT COURT, N Page 020

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the employment contract, whichever is shorter. Tor one (1) year from the date the request is approved or for the remainder of edvance up to a maximum of one-half (N) of the total commissin a or up somethe of Annual or Sick Leave, the Personnel Officer may grant leave in Micro Leaves Where for good reason, the Employee requires an ashes W

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complete employment application and other documents and as college In order to be a valid and binding egreenend, this contract (unless it is for renewal) must have attrached a detailed job description of the Employee, a

OILTEIDE ENTEL AVARIAT: The Employee may provide services to nectoris other tanscript.

ous Bengiores receives the brought matter vertices of the Enquirement of the Sanguage of the s then the Employer only if:

supervisor, and

interests of the Government. the cutaide employment is not nor does it appear to be, adverse to the (B)

TOB DESCEILLION!

MELIBYACE

Worken en's Congrantations. In the event of on-the-job related injury or illness, the Employee sind be entitled to besedts under the Workman's Companisation Learning Companisation Learning Contract in force for the Northern Mariana Islands

Covernment. The Employee is responsible for reporting any on-the doby work.

Health & Life Insurance: Group Health and Group Life Insurance Coverage is everlable for those who wish to apply. The Government will pay part of the cost of thing insurance, in accordance with the agreement between the Morthern (B)

Employer and Employee, and approval by the Personnel Officer, placed in ADDITIONAL TERMS AND CONDITIONS: Upon mulual agreement of the Mariene Certifes, and the institute Covering and the institute certifes.

to amend these conditions of employment. fragging yew on ni bue thiw treatsknoom for one year sain treates self at togethes ail it of writing and arrached to these conditions of employment, further terms may be added

(Revised 09/13/01)

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### REYEWAL OF THE CONTRACT:

- (A) This contract is not automatically renewable, nor does it create any option to renew the contract.
- (B) It is wholly within the discretion of the Employer whether an offer to renew the contract should be made to the Employee. The Employer has no obligation to provide the Employee advance notice of termination of employment upon completion of this contract.
- (C) If the Employer decides not to offer a new period of employment and not to execute a new employment contract, that decision cannot be repealed, regardless of the reason, if any, for the decision.

### EARLY TERMINATION AND RESIGNATION:

### (A) Substructorial Appointment

- (1) Any Employee who is an appointed of the Governor serves at the pleasure of the Governor and may be terminated by the Governor without cause and without prior notice.
- (2) In order to terminate employment by resignation, an Employee who is a gubernatorial appointer must first give sixty days notice. The Governor may waive this requirement of advance notice.

### (B) Other Excepted Service Employee:

- (1) The Employer may terminate the Employee Without cause upon notice stary days in advance of templation of employment. This may be shortened only by placing a lesser number in the following blank space:
- (2) The Employer may terminate the Employee with cause upon notice seven days in advance of termination of employment.
- When resigning, the Employee must give notice virty days in advance of termination of employment. This time may be shortened only by placing a lessex number in the following blank.

  The Employee's appointing authority may waive this requirement of advance notice at the time of resignation.

(Revised 05/13/01)

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I have read the terms and conditions of these Conditions of Employment and understood them. By my signature I agree to abide by them as part of the terms and conditions of my employment.

Date: 4/25/62

Mereneussa (Liter (
EMERECIANA PETER-PALICA)
EMPLOYEE

For the Commonwealth of the Northern Mariana Islands:

Date: 5/4/02

JAN I. TENORIO

(Revised 09/13/01)